\$40.00 38739

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM332198

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tokyo Electron Limited		01/13/2015	CORPORATION: JAPAN

RECEIVING PARTY DATA

Name:	KLA-Tencor Corporation	
Street Address:	reet Address: One Technology Drive	
City:	Milpitas	
State/Country:	CALIFORNIA	
Postal Code: 95035		
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3873916	ACUSHAPE

CORRESPONDENCE DATA

Fax Number: 6508152601

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 650-815-2600

Email: svtmdocketing@sheppardmullin.com

Correspondent Name: Harold Milstein
Address Line 1: 379 Lytton Avenue

Address Line 4: Palo Alto, CALIFORNIA 94301

ATTORNEY DOCKET NUMBER:	19PP	
NAME OF SUBMITTER:	Harold Milstein`	
SIGNATURE:	/HaroldMilstein/	
DATE SIGNED:	02/13/2015	

Total Attachments: 1

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TRADEMARK REEL: 005460 FRAME: 0065

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ASSIGNMENT OF TRADEMARK RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Tokyo Electron Limited ("Assignor"), does hereby sell, assign, transfer, and convey unto KLA-Tencor Corporation ("Assignee"), all of Assignor's rights, titles, and interests in, the goodwill associated with, embodied in or symbolized by, and any and all registrations and applications for registration thereof, including without limitation the right to sue and recover for any past, present or future infringement (collectively, the "Assigned Trademark Rights"), of the trademark listed in the table below (the "Trademarks"):

Country	Mark	Filing Date	Reg. No.	Reg. Date
US	ACUSHAPE	06-Aug-2008	3873916	09-Nov-2010
Japan	ACUSHAPE	14-July-2008	5205824	20-Feb-2009
Taiwan	ACUSHAPE	12-Jan-2009	1377747	16-Sep-2009
WIPO (Europe/Korea/China)	ACUSHAPE	4-Dec-2008	989000	4-Dec-2008

Assignor hereby authorizes the respective trademark office or governmental agency in each jurisdiction to issue any and all future trademarks, or other governmental grants or issuances that may be granted upon any of the Assigned Trademark Rights in the name of Assignee, as the assignee to the entire interest therein. This Assignment of Trademark Rights will inure for the benefit of any permitted successors or assigns of Assignee.

Assignor will, at the reasonable request of Assignee, cause each of Assignor's Affiliates to sign the reasonably necessary or appropriate documents, provide the reasonably necessary or appropriate testimony and, in general, do the commercially reasonable, appropriate and lawful things reasonably requested of such Assignor by the Assignee to carry out and fulfill the purposes and intent of this agreement.

Assigner and Assignee agree to terminate the Trademark License Agreement as dated March 19, 2009 on the execution date of this Assignment of Trademark Rights.

IN WITNESS WHEREOF this Assignment of Trademark Rights is executed on January 13, 2015.

ASSIGNOR:

Tokyo Electron Limited

Name:

Title: Corporate Director, Executive Vice President

TRADEMARK REEL: 005460 FRAME: 0066

RECORDED: 02/13/2015